

**Draft Mack Safe Harbor Agreement for the Northern Idaho Ground Squirrel, Adams
County, Idaho**

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Draft Safe Harbor Agreement for the Northern Idaho Ground Squirrel

1.0 Introduction/Background

This Safe Harbor Agreement (Agreement) is a 2006-2007 revision of an Agreement implemented in 2000 and reflects changes in permittees and the amount of acreage covered by the original Agreement. This revised Agreement is between the U.S. Fish and Wildlife Service (Service) and Bob Mack and Carolyn Williams (the Permittees) and covers the northern Idaho ground squirrel (*Spermophilus brunneus brunneus*).

On March 23, 1998, the Service published in the Federal Register a proposed rule to list the northern Idaho ground squirrel as threatened, under the Endangered Species Act (ESA), throughout its range in Adams and Valley Counties, Idaho (63 FR 13825). The Service reviewed the status of the species and concluded that the population of this subspecies has declined significantly since 1985. As noted in the proposed rule, the estimated total population in 1985 was about 5,000 animals but by 1998, the total population of this subspecies had declined to about 700 individuals. Based on field surveys during the spring and summer of 2005, and other information, the total population size is estimated at approximately 940 individuals (Evans Mack 2006). The northern Idaho ground squirrel is known from 38 sites in Adams and Valley Counties, Idaho. Of the 38 sites, 17 occur on public lands and 21 occur on private lands (Yensen 1984, Jefferies and Pearson 1998, Evans Mack 2006). As of 2005, only 2 sites were known or estimated to support more than 100 individuals, whereas 23 sites supported less than 21 ground squirrels (Evans Mack 2006).

The species is primarily threatened by habitat loss due to seral forest encroachment into former suitable meadow habitats. Seral forest encroachment results in habitat fragmentation, isolating northern Idaho ground squirrel sites from each other. This eliminates any genetic exchange or replenishment of sites should one population site decline and another one have surplus individuals. The northern Idaho ground squirrel is also threatened by competition from the larger Columbian ground squirrel (*Spermophilus columbianus*), land use changes such as housing development, recreational shooting and naturally occurring events. Columbian ground squirrels typically out-compete northern Idaho ground squirrels when the two species occur together, displacing Idaho ground squirrels out of deep-soil areas into shallow soil, rocky habitat. Columbian ground squirrels can completely take over areas once occupied by northern Idaho ground squirrels. The northern Idaho ground squirrel was listed as a threatened species by the Service on May 5, 2000 (65 FR 17779).

Safe Harbor Agreements between the Service and non-Federal landowners who own suitable or potentially suitable ground squirrel habitat are intended to compliment conservation activities currently underway on Federal lands, and play an important role in recovery of the northern Idaho ground squirrel. The purpose of this Agreement is to conserve northern Idaho ground squirrels by creating an incentive for the Permittees to protect currently occupied northern Idaho ground squirrel sites, and allow ground squirrel management measures to be implemented on

their property. The goal of this Agreement is to expand ground squirrel populations on the Permittees' property as a result of conservation efforts associated with this Agreement. Benefits to recovery of the species include protection of the species' habitat resulting in a stable or increasing population which has provided, and will likely continue to provide, individuals available for translocation. This Agreement follows the Service's Safe Harbor Agreement final policy (64 FR 32717) and final regulations (64 FR 32706, 69 FR 24084).

Agreement History: This Agreement is a revision of an Agreement originally completed in 2000 with Bob and Peggy Mack. The original agreement was revised in 2005 to reflect an additional permittee (Carolyn Williams); the Service considered this revision a minor amendment because none of the original conservation measures or acreages had been modified. This 2006-2007 modification is needed because the permittees have changed and the acreage covered by this agreement has changed. Ms. Peggy Ellway (formerly Ms. Peggy Mack) is no longer party to this agreement, and this Agreement no longer covers all of the 13 acres (5.3 ha) originally included. The eastern 5 acres (2 ha) were sold; the western 9 acres (3.6 ha) are now the enrolled lands. Due to the land sale, the total acreage of protected area for northern Idaho ground squirrels has been reduced from 5 acres (2 ha) to 1.2 acres (0.5 ha). The change in acreage covered by the Agreement is a major modification and requires reconsideration of the net conservation benefit of the 9-acre (3.6 ha) revised Agreement to northern Idaho ground squirrels, the amount of take authorized under the associated section 10(a)(1)(A) permit, and the impact of the revised Agreement on the human environment.

2.0 Agreement and Permit Duration

The Agreement, including commitments related to funding under the Service's ESA Private Landowner Incentive Program, will be for the remainder of the original 10-year agreement, or 3 years from September 18, 2007. The section 10 permit authorizing incidental take of northern Idaho ground squirrels will have a term of 20 years from the effective date of the original permit (effective date September 18, 2000), and is now a 13-year permit.

Implementation of this Agreement to date has resulted in expansion of the northern Idaho ground squirrel population beyond the original 1.2 acre (0.5 ha) protected area unit on the western side of the property. Because this population expansion has occurred, at the end of the permit term the Permittees may undertake activities resulting in incidental take of ground squirrels. Such activities may return the enrolled lands to baseline levels before the permit expires, thereby avoiding accruing additional take liability under the ESA. The 13-year term of the permit will be advantageous to the Permittees since they will have a longer time period within which to plan their future land use activities. The 13-year permit term would also benefit ground squirrel conservation since impacts associated with incidental take back to baseline conditions may not occur in the short-term. The permit and Agreement may be extended beyond the specified terms through amendment, upon agreement of both parties.

3.0 Description of Enrolled Lands

The enrolled lands, which will be identified in the permit, are now approximately 9 acres (3.6 ha), owned by Bob Mack and Carolyn Williams in Price Valley, 5.5 miles (8.9 km) northwest of New Meadows, Idaho. The area is a long, narrow parcel of sagebrush/grassland-ponderosa pine habitat bordered to the south by the Price Valley Road and wet meadow habitat along the upper Weiser River, and to the north by Idaho Department of Lands property which is also sagebrush/grassland-ponderosa pine habitat. The 9-acre (3.6 ha) parcel is comprised of undulating terrain with shallow, rocky soils supporting grasses and sagebrush and occasional ponderosa pine trees on ridges and side hills, and deeper soils in drainage bottoms and along the Weiser River drainage supporting grasses, forbs, and wet meadow plant species, in addition to ponderosa pine. Approximately 50 percent of the area is comprised of shallow, rocky soils and 50 percent is in deeper soils.

The current habitat for northern Idaho ground squirrels on the property is essentially a low sagebrush steppe matrix with a southwest aspect with scattered coniferous trees (namely *Pinus ponderosa* and *Pseudotsuga menziesii*). Numerous native forbs and grasses including paintbrush (*Castilleja* spp.), buttercup (*Ranunculus* spp.), aster (*Aster* spp.), fleabane (*Erigeron* spp.), mariposa lily (*Calochortus macrocarpus*), and Idaho fescue (*Festuca idahoensis*), are also found onsite. The majority of maternity and hibernation burrows occur in this habitat.

The Permittees have built a residence, storage shed/workshop, and a driveway on the property (Figure 1). The driveway has been covered by rock/gravel. No obvious ground-disturbing activities have occurred in the areas that are currently occupied by northern Idaho ground squirrels.

Currently, the enrolled lands are accessible to cattle grazing from the adjacent private and state land. Because no fencing is planned for the area, the current level of grazing is expected to continue over the term of this Agreement. Based on field observations in June 2006, there was no recent evidence of livestock grazing within the enrolled lands (FWS *in litt.* 2006). According to the Permittees, most cattle grazing occurs in the large wet meadow area adjacent to and south of the Permittees' property (Mack, *in litt.* 2006).

4.0 Baseline Determination

As noted above, the enrolled lands are the 9 acres (3.6 ha) currently owned by the Permittees. Field surveys have been conducted annually since the Agreement was finalized in September of 2000. Locations of northern Idaho ground squirrels and Columbian ground squirrels have been documented each year. Areas of occupation by both species have changed since September 2000. Within the 9 acres (3.6 ha) currently enrolled in the Agreement, northern Idaho ground

squirrels currently occur between the toe and mid-line of the hill on which the home is situated, starting near the northwest property line and continuing south around the hill to the east, and ending approximately 100 feet (30 meters) short of the first tree (see Figure 1, FWS *in litt.* 2006). Columbian ground squirrels currently occupy the area from the trees to the driveway between the toe and mid-line of the hill.

Although the distribution of northern Idaho ground squirrels has expanded since the original Agreement was completed, the original baseline determination remains in effect for the 9 acres (3.6 ha) remaining in the Agreement. Based on field surveys in June 2000 by Service biologists, no northern Idaho ground squirrels occupy greater than 1.2 of the 9 acres (0.5 of the 3.6 ha) remaining in the current Agreement (FWS 2000). Therefore, the baseline conditions for the 7.8 acres (3.1 ha) is zero (0) (i.e., the 7.8 acres are not occupied by northern Idaho ground squirrels), and the baseline for the 1.2 acre (0.5 ha) protected area is elevated and greater than zero (0). No incidental take will be authorized within the 1.2-acre (0.5 ha) protected area. Under this Agreement and permit, the 1.2-acre protected area will be maintained or improved for use by ground squirrels, and incidental take will only be authorized on the 7.8 acres (3.1 ha) outside of the 1.2-acre protected area.

The areas currently occupied by northern Idaho ground squirrels coincide with the shallow, rocky soil areas on ridges and side hills, typical of habitat used by the species, particularly when an area is also occupied by Columbian ground squirrels. Columbian ground squirrels occupy areas on the Permittees' property with deeper soils; no northern Idaho ground squirrels have been observed or are expected to occur in the areas occupied by Columbian ground squirrels

5.0 Management and Enhancement Actions for Northern Idaho Ground Squirrels

The management actions under the Agreement for northern Idaho ground squirrels and the anticipated benefits to the species are:

- *Protect 1.2 acres (0.5 ha) of occupied, suitable northern Idaho ground squirrel habitat from land use activities that may result in "take" of ground squirrels.*

The Agreement would protect a 1.2-acre (0.5 ha) area, most of which is currently occupied by northern Idaho ground squirrels, by excluding activities that may result in "take" of northern Idaho ground squirrels. This provision would protect ground squirrels and their habitat within this core area and maintain an area from which the ground squirrel population could expand to adjacent lands outside of the 1.2-acre (0.5 ha) protected area.

- *Allow the Service access to the property to conduct ground squirrel conservation activities such as habitat enhancement, artificial feeding, ground squirrel surveys, and translocation of excess ground squirrels should the current population expand beyond the 1.2-acre (0.5 ha) protected area.*

A substantial threat to northern Idaho ground squirrels appears to be habitat degradation from the loss of native meadow habitat by human-caused changes in natural forest succession patterns (Sherman and Yensen 1994). These habitat changes could affect survival of ground squirrels by reducing the nutritional value of foods available to ground squirrels, thereby, increasing over-winter mortality, particularly of juveniles (Sherman and Gavin 1999). Conservation activities that would improve or maintain meadow habitat, free from tree encroachment, containing plant species high in nutritional quality, would be expected to reduce this threat and lead to a healthy, expanding ground squirrel population. Management activities under the Agreement are intended to create these types of habitat benefits for northern Idaho ground squirrels.

- *If appropriate, develop signs to discourage shooting of ground squirrels.*

Shooting of ground squirrels appears to be a threat to the species in the area of the enrolled lands. During the spring/summer of 1999, six ground squirrels (apparently Columbian ground squirrels) were found dead from gunshot wounds on the Mack property (D. Mackey, *in litt.* 1999). It may be possible to reduce the potential for shooting mortality by placing signs or using other methods to discourage shooting.

- *The Service and Permittees will work cooperatively on other issues necessary to further the purposes of the Agreement.*

Opportunities may arise from time to time to provide northern Idaho ground squirrel conservation without significant effects to the Permittees' planned land use activities. In such cases, the Service and the Permittees will work together to identify and implement such measures. An example of such a measure is control of Columbian ground squirrels to reduce competition with northern Idaho ground squirrels.

6.0 Net Conservation Benefit Description

"Net Conservation Benefit" means that the conservation measures identified in the Agreement provide for an increase in the covered species' population and/or the enhancement, restoration, or maintenance of the covered species' habitat. The net conservation benefit expected from the implementation of the Agreement must be sufficient to directly or indirectly contribute to recovery of the covered species.

The proposed rule to list the northern Idaho ground squirrel as threatened under the ESA (63 FR 13825) identified threats to the species as: habitat loss due to seral forest encroachment into suitable meadow habitats, competition from Columbian ground squirrels, land use changes, recreational shooting, and naturally occurring events. The Agreement provides a net conservation benefit to northern Idaho ground squirrels by providing measures for ground squirrel habitat protection and enhancement, managing competition from Columbian ground

squirrels, and controlling recreational shooting. The biological goal of ground squirrel conservation measures in the Agreement is to expand the northern Idaho ground squirrel population at this site beyond the 1.2-acre (0.5 ha) protected area by reducing threats to the species. The Agreement is expected to continue to contribute to recovery of northern Idaho ground squirrels by reducing threats and maintaining or expanding the ground squirrel population at this site. Recovery of the species would be enhanced by increasing the viability of the population at this site and continuing to allow ground squirrels to be translocated to other sites in need of population supplementation (Sherman et al. 1997). In 2005, the IDFG translocated five northern Idaho ground squirrels (1 adult, 1 yearling, and 3 juveniles) from the enrolled lands to the Price Valley Guard Station site to supplement the population there (Evans Mack 2005).

Under the Agreement, currently occupied ground squirrel habitat will be protected by limiting activities within the 1.2-acre (0.5 ha) protected area to those that would not result in incidental take of northern Idaho ground squirrels. Also, the Agreement allows for habitat management measures within the 1.2-acre (0.5 ha) protected area. To date, habitat management measures have not been implemented because they have not been deemed necessary. The habitat quality on the enrolled lands appears to be sufficient to sustain the current population of ground squirrels; the population on the enrolled lands has been stable or increasing over the past 6 years, allowing the previously mentioned translocation. The habitat management provision in this Agreement allows for measures to be implemented if they are deemed necessary or beneficial in the future, including but not limited to, prescribed burning, seeding of desirable native plant species, supplemental feeding, and other management activities. These measures are expected to provide high quality ground squirrel habitat (i.e., meadow habitat free from tree encroachment containing plant species with high nutritional value to ground squirrels), with features (downed wood, etc.) that provide escape cover and protection from predators. Supplemental feeding may be useful in the future as a temporary means of improving body mass of ground squirrels entering torpor, increasing over-winter survival. In combination, these measures are expected to provide for an increase in the ground squirrel population from protection and potential future enhancement of habitat.

Cooperative efforts under the Agreement to control Columbian ground squirrels are expected to result in short-term, reduced competition between the two species. Combined with habitat enhancement measures, reducing competition with Columbian ground squirrels should allow northern Idaho ground squirrels to expand to areas currently occupied by Columbian ground squirrels.

The provision in the Agreement for development of signs to discourage shooting of ground squirrels is intended to reduce direct shooting mortality of northern Idaho ground squirrels. Furthermore, now that the Permittees have built their house and reside on the property, recreational shooting has likely decreased from past levels.

A major component of the recovery strategy for the northern Idaho ground squirrel will likely be population expansion through restoration of high-quality habitat. We have observed a benefit to

northern Idaho ground squirrels at this site already through its production of individuals for translocation and supplementation of other populations. We expect the enrolled lands to continue to support a northern Idaho ground squirrel population at levels that allow continued export of a limited number of individuals. With the increased numbers of ground squirrels supported on the enrolled lands, natural emigration may also occur to a nearby colony located near the Price Valley Guard Station, about 1 mile (0.6 km) north of this site. Monitoring conducted to date is insufficient to determine whether such emigration has already occurred. Emigration of individuals to other populations would increase population connectivity and long-term viability of the Price Valley metapopulation of northern Idaho ground squirrels, and thereby contribute to recovery of the species.

7.0 Incidental Take of Northern Idaho Ground Squirrels

The Permittees have built a residence and related facilities on the property. The road has been covered by rock/gravel, and both the road and the area immediately surrounding the residence and garage are unsuitable ground squirrel habitat. Specific activities covered by the permit authorizing incidental take of northern Idaho ground squirrels are: use of the house, garage, and other associated out buildings on the property; operation and maintenance of a well, maintenance of underground power, telephone lines, septic system/drainfield, and other required utilities; and operation of cars and trucks on the driveway and all-terrain vehicles on the property outside the protected area. The area within which incidental take would be authorized under the permit is the 7.8 acres (3.1 ha) outside of the 1.2-acre (0.5 ha) protected area. No incidental take will be authorized within the 1.2-acre (0.5 ha) protected area. At least 30 days prior to any anticipated incidental take occurring, the Permittees will notify the Service of their proposed activities so ground squirrels can be translocated if necessary.

As noted above, no ground squirrels currently occupy the enrolled lands outside of the 1.2-acre (0.5 ha) protected area. Therefore, any incidental take of northern Idaho ground squirrels likely to occur under the permit would result from ground squirrel populations within the 1.2-acre (0.5 ha) protected area increasing and expanding beyond the protected area.

Given the location of the Permittees' house, garage, and driveway, and the location of the 1.2-acre (0.5 ha) protected area, it is likely that ground squirrels could expand beyond this area, but not be impacted by the Permittees' activities for many years and possibly never. Most of the area where northern Idaho ground squirrels are known to occur are a considerable distance (greater than 250 yards or 229 m) from the building site. The level of incidental take would largely be dependent on if, and how rapidly, northern Idaho ground squirrels expand beyond the 1.2-acre (0.5 ha) protected area.

8.0 Responsibilities of the Parties

- 8.1** Slightly over one (1.2) acre (0.5 ha) around the currently occupied northern Idaho ground squirrel site on the Permittees' property will be protected by limiting land

uses within the 1.2-acre (0.5 ha) to activities that would not be expected to incidentally take northern Idaho ground squirrels. These activities are: walking, hiking, picnicking, or other non-ground-disturbing recreational activities, or other activities identified in cooperation with the Service that are not expected to result in “take” of northern Idaho ground squirrels.

Figure 1 from this Agreement will be attached to and made part of the permit to identify the 1.2-acre (0.5 ha) protected area, and the 7.8 acres (3.1 ha) where incidental take will be authorized under the permit. The duration of this Agreement will be for 3 years from September 18, 2007. In 2000, with funds obligated from the ESA Private Landowner Incentive Program, the Service paid the Permittees \$200/acre/year in a one-time payment upon approval of the original Agreement; the total amount was \$10,000.00 ($\$200 \times 5 \text{ acres} \times 10 \text{ years} = \$10,000.00$) and reflected the larger acreage of protected area enrolled in 2000.

In the event the Permittees need to sell the property prior to the full term of this Agreement, they will notify the Service at least 60 days in advance of the potential sale, and notify the prospective landowner of the existence of this Agreement (and/or have previously recorded the Agreement) in order for the potential new owner to decide whether to continue this Agreement. In the event the new landowner does not wish to continue this Agreement and request transfer of the permit pursuant to 50 CFR 13.25(b), the Permittees terminate this Agreement for other reasons, or the Service suspends or revokes the permit, the Permittees will reimburse the Service a pro-rated amount, calculated as: $\$240/\text{year}$ ($\$200 \times 1.2 \text{ acres}$) \times the number of years remaining to be completed in this Agreement. This amount is based on the acreage originally enrolled in the Agreement, and the amount of acreage originally designated as protected on the enrolled lands. If the new landowner does not become a party to this or a similar Agreement and the permit is not transferred or a new permit is not issued, he/she will not receive the benefits of the permit authorizing incidental take of northern Idaho ground squirrels.

- 8.2** If appropriate to protect ground squirrels, the Service will work with the Permittees to develop signs to discourage shooting of ground squirrels. The Service will pay for development, placement, and maintenance of the signs.
- 8.3** The Permittees will allow the Service access to the property throughout the term of this Agreement to conduct activities related to ground squirrel conservation and to otherwise carry out this Agreement. These activities may include management activities within the 1.2-acre (0.5 ha) protected area and conducting ground squirrel surveys throughout the property. Management activities may include, but are not limited to: seeding of desirable native ground squirrel food plants, prescribed burning, artificial feeding, and other ground squirrel habitat maintenance activities. These management activities will be at the Service’s

expense. The Service will cooperate with the Permittees in the development and implementation of these habitat management activities. The Service may also translocate ground squirrels should ground squirrels establish sites outside of the 1.2-acre (0.5 ha) protected area. Ground squirrels may continue to be translocated off the Permittee's property periodically to supplement other populations and benefit ground squirrel conservation. To carry out the ground squirrel habitat management and other conservation activities identified in this paragraph, the Service will notify the Permittees in advance when access to the property is desired.

- 8.4** The Permittees and the Service will work cooperatively on other issues necessary to further purposes of this Agreement. Examples of these cooperative efforts may include, but are not limited to: controlling livestock use that is detrimental to ground squirrels (except that fencing will not be used to control livestock), and control of Columbian ground squirrels to reduce competition with northern Idaho ground squirrels. Implementation of these possible future cooperative efforts will be funded by the Service.
- 8.5** Upon execution of this Agreement and satisfaction of all other applicable legal requirements, the Service will issue a permit, in accordance with section 10(a)(1)(A) of the ESA, to the Permittees authorizing incidental take of northern Idaho ground squirrels as a result of specified activities outside of the 1.2-acre (0.5 ha) protected area. The term of the permit will be 20 years from the date of the original permit (September 18, 2000), except that if this Agreement is terminated prior to completion of the remaining approximate 3 year term (3 years from September 18, 2007), the permit will also be terminated. The activities that will be covered by the permit are: maintenance and use of buildings and related facilities (such as a well, underground power, septic system, etc.) associated with the Permittee's home on the property, and operation of cars, trucks, and all-terrain vehicles. No incidental take will be authorized within the 1.2-acre (0.5 ha) protected area. At least 30 days prior to any expected incidental take occurring, the Permittees will notify the Service of proposed activities known or suspected to result in take of ground squirrels so individuals can be translocated if necessary.
- 8.6** In accordance with 50 CFR 17.32(c)(5), the Service provides assurances to the Permittees that if additional conservation or mitigation measures are deemed necessary, they will be limited to modifications within the 1.2-acre (0.5 ha) protected area. Additional measures will not involve the commitment of additional land, water, or other natural resources outside of the 1.2-acre (0.5 ha) protected area without the consent of the Permittees.

9.0 Reporting and Monitoring

The Service will be responsible for annual monitoring and reporting related to the Agreement. Information in annual reports will include, but is not limited to: (1) habitat management or other activities conducted within the 1.2-acre (0.5 ha) protected area over the past year, (2) effectiveness of these management activities in meeting the desired results, (3) status of habitat or other ground squirrel management actions conducted in previous years, (4) results of ground squirrel population and productivity surveys on the enrolled lands both within and outside of the 1.2-acre (0.5 ha) protected area, (5) the results of any ground squirrel translocation efforts, and (6) recommendations for future ground squirrel management activities consistent with the Agreement. Reports will be due December 30 of each year and a copy will be made available to the Permittees, and to the Service Regional Office in Portland, Oregon.

10.0 Additional Measures

10.1 Modifications and Amendments.

10.1.1 Modifications of the Agreement. Any party may propose modifications to this Agreement by providing written notice to the other party. Such notice shall include a statement of the proposed modification and the reason for the modification. The parties will use their best efforts to respond to proposed modifications within 60 days of receipt of such notice. Proposed modifications will become effective upon the other parties' written approval.

10.1.2 Amendment of the Permit. The permit may be amended in accordance with all applicable legal requirements, including but not limited to the ESA, the National Environmental Policy Act, and the Service's permit regulations. The party proposing the amendment shall provide a statement of the proposed amendment and the reasons for the amendment.

10.2 Permit Suspension or Revocation. The Service may suspend or revoke the permit for cause in accordance with the laws and regulations in force at the time of such suspension or revocation.

10.3 Remedies. Each party shall have all remedies otherwise available to enforce the terms of this Agreement and the permit, except that no party shall be liable in damages for any breach of this Agreement, any performance or failure to perform an obligation under this Agreement or any other cause of action arising from this Agreement.

10.4 Dispute Resolution. The parties agree to work together in good faith to resolve any disputes, using dispute resolution procedures agreed upon by both parties.

- 10.5 Availability of Funds.** Implementation of this Agreement is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this Agreement will be construed by the parties to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury. The parties acknowledge that the Service will not be required under this Agreement to expend any federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.
- 10.6 No Third-party Beneficiaries.** This Agreement does not create any new right or interest in any member of the public as a third-party beneficiary, nor shall it authorize anyone not a party to this Agreement to maintain a suit for personal injuries or damages pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed under existing law.
- 10.7 Relationship to Authorities.** The terms of this Agreement shall be governed by and construed in accordance with applicable federal law. Nothing in this Agreement is intended to limit the authority of the Service to fulfill its responsibilities under federal laws. All activities undertaken pursuant to this Agreement or the permit must be in compliance with all applicable state and federal laws and regulations.
- 10.8 Succession and Transfer.** This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and transferees, in accordance with applicable regulations (currently codified at 50 CFR 13.24 and 13.25).
- 10.9 Notices and Reports.** Any notices or reports required by this Agreement shall be delivered in writing to the persons listed below:

Bob Mack and Carolyn Williams
P.O. Box 408
New Meadows, Idaho 83654
208-347-2245 (Telephone)
208-347-2111 x 222 (day)

Supervisor, Snake River Basin Office
U.S. Fish and Wildlife Service
1387 S. Vinnell Way, Room 368
Boise, Idaho 83709
208-378-5243 (Telephone)
208-378-5262 (Fax)

11.0 References

- Evens Mack, D. 2005. Section 6 Endangered Species Act progress report: northern Idaho ground squirrel. Threatened and endangered species project E-28-4. Idaho Department of Fish and Game, Boise, Idaho. 17 pp.
- Federal Register Notice (FR). 1998. Volume 63, Page 13825. Endangered and threatened wildlife and plants; proposed threatened status for the northern Idaho ground squirrel.
- Federal Register Notice (FR). 1999. Volume 64, Page 32717. Announcement of final safe harbor policy.
- Federal Register Notice (FR). 1999. Volume 64, Page 32706. Safe harbor agreements and candidate conservation agreements with assurances.
- Federal Register Notice (FR). 2000. Volume 65, Page 17779. Endangered and threatened wildlife and plants; determination of threatened status for the northern Idaho ground squirrel.
- Federal Register Notice (FR). 2004. Volume 69, Page 24084. Safe harbor agreements and candidate conservation agreements with assurances; revisions to the regulations.
- Jefferies, S. and D. Pearson. 1998. Northern Idaho ground squirrel monitoring, translocation, habitat inventory and habitat enhancement report. Payette National Forest, Council Ranger District. Unpublished report. 36pp.
- Sherman P. and E. Yensen. 1994. Behavior and ecology of Idaho ground squirrel-results of the 1993 field season. Cornell University. Unpublished report. 12pp.
- Sherman P. and T. Gavin. 1999. Population status of northern Idaho ground squirrel. Cornell University. Unpublished report. 11pp.
- Sherman P., T. Gavin and E. Yensen. 1997. Transplanting northern Idaho ground squirrels. Cornell University and Albertson College. Unpublished report. 8pp.
- Yensen, E. 1984. Taxonomy, distribution, and population status of the Idaho ground squirrel. Albertson College. Unpublished report. 14pp.

In literature

- Mack, B. 2006. Cattle grazing in area surrounding Mack property. Memo to file by Carmen Thomas, U.S. Fish and Wildlife Service biologist, regarding conversation with Bob Mack on November 3, 2006.

Mackey, D. 1999. Shooting of ground squirrels on the Mack property. Email record of conversation with Bob Mack, property owner, on July 13, 1999.

U.S. Fish and Wildlife Service (FWS). 2006. 2006 NIDGS Field Surveys/Population Monitoring at Bob Mack's Private Property. Memo from Ray Vizgirdas, U.S. Fish and Wildlife Service, Boise, Idaho.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Agreement to be in effect as of the date that the Service issues the permit.

Bob Mack

Carolyn Williams

Jeffery L. Foss
Field Office Supervisor
U.S. Fish and Wildlife Service
Boise, Idaho